

Form 1011-1
(February 1997)United States Department of the Interior
Bureau of Land Management

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**AMENDMENT OF REQUEST FOR
APPLICATION/MODIFICATION OF
ASSISTANCE AGREEMENT**

1. AMENDMENT/MODIFICATION NO.

1

2. EFFECTIVE DATE
May 9, 2002

3. REQUISITION NO.

4. ISSUED BY
USDI, Bureau of Land Management
PO Box 2965
Portland, OR 97208

5. ADMINISTERED BY (if other than item 4.)

6. NAME AND ADDRESS OF RECIPIENT (No., street, county, state, and ZIP)

Douglas Soil & Water Conservation District
Attn: Walt Gayner
1443 Vine St.
Roseburg, OR 97470

7A. AMENDMENT OF REQUEST FOR APPLICATION NO.

7B. DATED

8A. MODIFICATION OF ASSISTANCE AGREEMENT NO.
HAA013005

8B. DATED

September 28, 2001

9. THIS ITEM APPLIES TO AMENDMENTS OF REQUEST FOR APPLICATION

☐ The above numbered Request is amended as set forth in item 10. The hour and date specified for receipt of Applications ☐ is extended, ☐ is not extended. Applicants must acknowledge receipt of this amendment prior to the hour and date specified in the Request or as amended, by one of the following methods:

a) By completing items 8 and 10, and returning ___ copies of the amendment; b) By acknowledging receipt of this amendment of each copy of the Application submitted; or c) By separate letter or telegram which includes a reference to the Request for Application and amendment numbers. FAILURE OR YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF APPLICATIONS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR APPLICATION. If by virtue of this amendment you desire to change an application already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the Request for Application and this amendment, and is received prior to the hour and date specified.

10. DESCRIPTION OF AMENDMENT/MODIFICATION (attach additional pages if needed)

UMPQUA BASIN RESTORATION, ROSEBURG DISTRICT, OREGON is modified as follows:

Refer to Section C. Authority and add Paragraph No. 3

A. This agreement is modified to incorporate the authority found in the *Secure Rural Schools and Community Self Determination Act of 2000*, PL 106-393 (16 U.S.C. 500) which, in part authorizes the BLM and FS to: 1) Promote the stabilization of payments to counties to provide funding for schools and roads as a supplement to other available funds 2) Create additional employment opportunities through, projects that improve the maintenance of existing infrastructure, implement stewardship objectives that enhance forest ecosystems and restore and improve land health and water quality 3) Improve cooperative relationships among the people that use and care for Federal Lands and the agencies that manage these lands.

Except as provided herein, all terms and conditions of the document referenced in item 7A or 8A above, as heretofore changed, remain unchanged and in full force and effect.

11. ACCOUNTING AND APPROPRIATION DATA (if required)12. IMPORTANT. Recipient ☐ is not, ☒ is required to sign this document and return ___ copies to the issuing office.

13A. NAME AND TITLE OF SIGNER (Type or print)

WALTER GAYNER DISTRICT MANAGER

14A. NAME AND TITLE OF ASSISTANCE OFFICER (Type or print)

Steven D. Shapiro

13B. RECIPIENT/APPLICANT

Walt Gayner
(Authorized Signature)

13C. DATE SIGNED

5-9-02

14B. UNITED STATES OF AMERICA
BYSteven D. Shapiro
(Signature of Assistance Officer)

14C. DATE SIGNED

5/11/02

B. Refer to Section V Financial Support and add the following which provides for the issuance of Task Orders under this agreement:

- A. This agreement may be funded by issuance of TOs based on the availability of BLM funding. DSWCD hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.
- B. Funds obligated for a specific TO but not expended in that FY can be carried forward and expended in the subsequent FY.
- C. TOs will specify the NTE amounts. The BLM shall not be obligated to pay for nor shall DSWCD be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that TO.
- D. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.923.

TASK ORDERS

- A. Task orders may be undertaken as part of this AA. Providing services in an efficient and cost effective manner is beneficial to both DSWCD and the BLM. In order to meet this goal, the parties may, annually, develop a task order specifying certain functions or services that DSWCD will provide to the BLM in exchange for funds provided by the BLM.
- B. A task order may be modified by agreement of the parties at any time during the year in order to meet changing needs. If any task orders are issued or modified they will be issued in writing by the AO and must be signed by the DSWCD and the AO to be effective.
- C. A task order will contain:
 - 1. A statement of work that details the goods, services and/or personnel that will be provided under the task order.
 - 2. Any necessary drawings and/or location maps.
 - 3. The delivery schedule, completion time, type/amount of work to be performed, and start/end dates for personnel which have been negotiated.
 - 4. A cost proposal with a breakdown of itemized costs and not-to-exceed total amount.
 - 5. Any other detail or information necessary.

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Bureau of Land Management

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ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

1. AGREEMENT NO
HAA013005

2. TASK ORDER NO.

3. TYPE OF AGREEMENT (Check one)

☐ GRANT☒ COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER

Steven D. Shapiro
Bureau of Land Management
P.O. Box 2965
Portland, Oregon 97208
503-952-6227

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT

Walt Gayner
Douglas Soil and Water Conservation District
1443 Vine Street
Roseburg, OR 97470
Telephone 541-957-5061

6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE

Jake Wirm
Bureau of Land Management
Roseburg District Office
777 NW Garden Valley Blvd
Roseburg, OR 97470
(541) 464-3275

7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S OPERATIONS MANAGER

Walt Gayner
Douglas Soil and Water Conservation District
1443 Vine Street
Roseburg, OR 97470
Telephone 541-957-50618. PROGRAM STATUTORY AUTHORITY Federal Land Policy and
Management Act of 1976 (FLPMA) The Omnibus
Consolidated Appropriations Act of 1997, Wyden Amendment,
(Public Law 104-208, Section 124)

9. STARTING DATE Date set forth in block 17c.

10. EFFECTIVE DATE Date set forth in block 17c.

11. COMPLETION DATE September 30, 2006

12. TYPE OF RECIPIENT (Check one)

- ☒
- STATE, SUBDIVISION OF
-
- ☐
- LOCAL GOVERNMENT
-
- ☐
- INDIAN TRIBAL GOVERNMENT
-
- ☐
- EDUCATIONAL INSTITUTION
-
- ☐
- INDIVIDUAL
-
- ☐
- FOR-PROFIT ORGANIZATION
-
- ☒
- NON-PROFIT ORGANIZATION
-
- ☐
- OTHER (SPECIFY)

13. FUNDING INFORMATION

	Recipient	BLM
This obligation	\$ 10,000	\$ 10,000
Previous obligation	\$	\$
Total obligation	\$ 10,000	\$ 10,000
Share Ratio	%	%

14. ACCOUNTING AND APPROPRIATION DATA
OR 105 6333 JH 252Z = \$10,000

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES

Assistance agreement between the USDI Bureau of land Management and the Douglas Soil and Water Conservation District for the purpose of improving water quality, fish habitat, and forest health in the Umpqua Basin.


16a. NAME AND TITLE OF SIGNER (Type or print)

Walt Gayner, District Manager

17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print)

Steven D. Shapiro

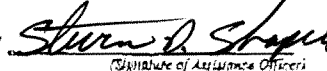
16b. RECIPIENT


(Authorized Signature)

16c. DATE SIGNED

9-28-01

17b. UNITED STATES OF AMERICA

BY 
(Signature of Assistance Officer)

17c. DATE SIGNED

9/28/01

I. Statement of Joint Objectives

A. Purpose.

This Assistance Agreement is made and entered into by the United States Department of the Interior (USDI) Bureau of Land Management (BLM) and the Douglas Soil and Water Conservation District (DSWCD), for the purpose of improving terrestrial and aquatic habitat in the Umpqua Basin.

B. Objective.

The objective is to provide a means to transfer funds, services, and/or materials to the DSWCD for work on joint projects designated at improving terrestrial and aquatic habitat in the Umpqua Basin.

C. Authority.

1. *Federal Land Policy and Management Act (FLPMA)* of 1976, P.L. 94-579, Section 307(b) states, "Subject to the provisions of applicable law, the Secretary may enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands."
2. For private lands/roads - *The Omnibus Consolidated Appropriations Act of 1997, Wyden Amendment, (Public Law 104-208, Section 124)* which states, "appropriations made for the BLM may be used by the Secretary of Interior for the purpose of entering into cooperative agreements with willing private landowners for restoration and enhancement of fish, wildlife, and other biotic resources on public or private land or both that benefit these resources on public lands within the watershed."

D. Background.

This agreement will help create an effective cooperative working relationship between the BLM and DSWCD and allow the two organizations to combine technical expertise, funding, and services toward the goal of restoring terrestrial and aquatic ecosystems in the Umpqua Basin. This cooperative relationship will help the BLM to more effectively address water quality and fisheries concerns in areas in which it manages land intermingled with private land.

A goal of the Northwest Forest Plan is to restore watersheds based on watershed analysis recommendations and other broad prioritization assessments. The Roseburg District of the Bureau of Land Management (BLM) has and continues to address restoration needs throughout the district. However, its ownership pattern—a checkerboard of BLM ownership mixed with private ownership—increases the complexity of developing restoration plans to address problems which span ownership boundaries. In response to this challenge, the BLM has increased its work with partners, including land owners; federal, state, and local agencies; and organizations such as the Umpqua Basin Watershed Council (UBWC) and the Douglas Soil and Water Conservation District (DSWCD).

E. Benefits.

The BLM and DSWCD have a common interest in restoration and enhancement work that spans ownership boundaries. Each organization has a different set of skills and abilities which, when combined, enable the organizations to solve problems more effectively than they could independently. For example, the DSWCD has developed working relationships with numerous small, nonindustrial landowners whose parcels are intermingled with BLM managed land and are willing to participate in restoration projects. Together, the DSWCD and BLM can combine their knowledge and funds and develop restoration solutions to many different problems which span these ownership boundaries.

II. Definitions.

A. Agreement: This cooperative agreement.

B. Assistance Officer (AO): The BLM'S Assistance Officer. The AO is the only individual authorized to obligate funds, award, modify or terminate the agreement. The AO is responsible for monitoring the agreement for compliance, enforcing the agreement provisions, issuing timely performance and payment approvals, terminating the agreement and closing out the agreement.

C. Assistance Representative (AR): The BLM's Assistance Representative. The AR will be designated for the purpose of administering the technical aspect of the agreement. The AR is authorized to clarify technical requirements, and to review and approve work that is clearly within the scope of the work specified in this agreement. The AR is not authorized to issue changes or in any other way modify this agreement.

D. BLM: The Bureau of Land Management. May also be referred to as Bureau.

E. CFR: The Code of Federal Regulations.

F. FY: Fiscal Year. The Federal fiscal year that extends from October 1 of one year through September 30 of the following year.

G. OMB: The Office of Management and Budget.

H. Responsible Official: The Recipient's Responsible Official. The responsible Official is the individual who is authorized to act for the Recipient's organization and commit the Recipient to compliance with the terms and conditions of this agreement.

III. Project Management Plan.

A. DSWCD agrees to:

1. Receive federal funds and services and provide matching funds and services for projects designed to improve terrestrial and aquatic habitat. The first projects the DSWCD will complete are (1) the Cow Creek bank stabilization project and (2) a riparian conversion project.

2. Provide reports documenting project completion.

B. The BLM agrees to:

1. Provide \$7,500 from FY01 funds to the DSWCD for a bank stabilization project on Cow Creek. The property sits at the confluence of Starveout Creek and Cow Creek. Because the flow out of Cow Creek is regulated by Galesville and does not move bedload like a normal system, Starveout Creek has been progressively pushing Cow Creek into the opposite bank. The goal of the project is to use large wood with root wads to help maintain a scour path off the bank and create fish habitat. Additional contributions to the project are as follows:

2. Provide \$2,500 in FY01 funds for the a riparian conversion projects on a small creek that feeds into the North Umpqua River. The current owners have fenced the creek, constructed hardened access points, and provided off-channel water for livestock. To compliment what has already been done, there will be tree and shrub planting, weed/moisture control, and small channel stabilization structures installed to reduce erosion and trap sediment.

3. Transfer funds for additional projects in future years.

4. Provide technical support on projects.

C. Jointly, the parties agree to:

1. Use these initial projects and future projects to improve aquatic and terrestrial habitat in the Umpqua Basin and strengthen the relationship between the BLM and DSWCD

2. Complete the initial projects by the end of 2002.

IV. Term of Agreement.

This agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect thru December 31, 2006, unless terminated in accordance with the provisions of 43 CFR Subpart F, Section 12.961.

V. Financial Support.

\$10,000 represents the NTE amount for which the BLM will provide in FY01. The BLM shall not be obligated to pay for, nor shall the DSWCD be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount. In the future, BLM will also contribute funds toward other projects, provided funds are available.

VI. Payments.

A. Electronic Funds Transfer Payments

1. Payment under this agreement will be made by the BLM by electronic funds transfer (through the Treasury FEDLINE Payment System (FEDLINE) or the Automated Clearing

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House (ACH)).

2. After award, but no later than 14 days before an invoice or agreement financing request is submitted, the Recipient shall designate a financial institution for receipt of electronic funds transfer payments (SF-3881), and shall submit this designation to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047.

B. The provisions of 43 CFR Subpart F, Section 12.922 and 12.952, shall govern payments.

VII. Property Management and Disposition. Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart F, Section 12.930 through 12.937.

VIII. Deliverables and Reports. Submit one copy of an annual performance report to the Assistance Representative within 90 days after the end of the FY. The performance report must be prepared in accordance with 43 CFR, Subpart F, Section 12.951, and address items such as a comparison of actual accomplishments with established goals, reasons why goals may not have been met, cost overruns and any other pertinent information.

IX. Key Officials.

A. Assistance Officer (AO)

Steven D. Shapiro
Bureau of Land Management
Oregon State Office
P.O. Box 2965
Portland, OR 97208
Telephone Number 503-952-6227

B. Assistance Representative (AR)

Jake Winn
Bureau of Land Management
Roseburg District Office
777 NW Garden Valley Blvd
Roseburg, Oregon 97470
Telephone Number (503) 464-3275

C. Responsible Official

Water Gayner
District Manager, Douglas Soil and Water Conservation District
1443 Vine Street
Roseburg, OR 97470
Telephone: 541-957-5061

X. Special Terms and Conditions.

A. Order of Precedence: Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; and (e) all Agreement sections, documents, exhibits, and attachments.

B. Modifications: This agreement may be modified by written agreement signed by both a Foundation responsible official and the Assistance Officer. Administrative changes (e.g. AO name change) that do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the AO.

C. Procurement Procedures: It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its agreements and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

D. Deposit of Publications: Two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C. Street, N.W.
Washington, D.C. 20240

XI. General Provisions.

A. National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.

B. 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs are incorporated by reference.

C. OMB Circular A-122, Cost Principles for Nonprofit Organizations is incorporated by reference.

D. 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction and completed Form DI-2010 are incorporated by reference.

E. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I (Grantees other than individuals) and completed Form DI-2010 are incorporated by reference.

F. 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2010 are incorporated by reference.

G. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 AND 43 CFR, Part 12, is incorporated by reference.

H. Compliance with Buy America Act. Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act of 2000, Public Law 106-113, be advised of the following:

1. None of the funds made available in this agreement may be expended by a recipient unless the recipient agrees that in expending the funds the recipient will comply with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c; popularly known as the "Buy American Act").

2. Purchase of American-made equipment and products. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

3. Recipient also agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 - Buy American Requirements for Assistance Programs.

I. Opposition to Any Legislation. Recipient shall not use any part of the Government's funds for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

J. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a subaward to and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal Government.

K. Increasing Seat Belt Use in the United States Provision. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.